

Lee Co.

PPME #2003 (Sheriff)

7/1/2004 6/30/2007

AGREEMENT

BETWEEN

LEE COUNTY

AND

PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES

Local No. 2003, IUPAT

SHERIFF'S UNIT

July 1, 2004

to

June 30, 2007

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## PREAMBLE

THIS AGREEMENT is executed by Lee County, hereinafter called "Employer", and Public Professional & Maintenance Employees, Local No. 2003, IUPAT, and any successor affiliate, hereinafter called "Union".

## ARTICLE 1

### Recognition

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Lee County in the following bargaining unit pursuant to Order of Certification dated October 27, 1981, in PERB Case No. 2045, to-wit:

Included: Deputy Sheriffs, Full-time Dispatchers and Correctional Officers/Dispatchers of the Lee County Sheriff's Department.

Excluded: Sheriff, Chief Deputy Sheriff, First Deputy Sheriff, all other departmental employees and all others excluded by Section 4 of the Act.

and the parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification.

## ARTICLE 2

### Intent and Purpose

Section 1. The Employer, the Union, and the employees, recognize and declare the necessity of providing the most efficient and highest <sup>quality</sup> services for the citizens and taxpayers of Lee County.

Section 2. The Employer, the Union, and the employees, further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of Lee County.

## ARTICLE 3

### Definitions

Section 1. ACT is the Iowa Public Employment Relations Act as it may be amended from time to time.

Section 2. ANNIVERSARY DATE is the anniversary of the calendar date of the employee's last date of hire.

Section 3. BARGAINING UNIT is the bargaining unit recognized by the Employer and defined in Article I, Recognition, Section 1 hereof.

Section 4. BOARD is the members of the Lee County Board of Supervisors.

Section 5. COUNTY is Lee County, Iowa.

Section 6. PERB is the Iowa Public Employment Relations Board.

Section 7. A REGULAR EMPLOYEE is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 8. PROBATIONARY EMPLOYEES.

A) DEPUTY SHERIFFS. With regard to deputy sheriffs, a probationary employee is an employee who has not successfully completed twelve (12) consecutive months of continuous service, unless said employee has attended a law enforcement academy or a regional training facility certified by the Director of the Iowa Law Enforcement Academy, in which case the probationary period shall be six (6) consecutive months or until the successful completion of the academy or training facility program, whichever is longer. During the probationary period, such employee may be removed or discharged by the Sheriff without cause.

This probationary period for deputy sheriffs is in addition to any other probationary period an employee must serve, even if the employee has completed a different probationary period.

b) DISPATCHER AND CORRECTIONAL OFFICER/DISPATCHER. With regard to dispatchers, and to correctional officers/dispatchers, a probationary employee is an employee who has not successfully completed one (1) consecutive year of continuous service. During the probationary period, such employee may be removed or discharged by the Sheriff without cause.

Section 9. A PART-TIME EMPLOYEE is any person within the bargaining unit employed by the Employer on a continuing part-time basis i.e., working less than forty (40) hours per week.

Section 10. A TEMPORARY EMPLOYEE is any person employed by the Employer on a full-time or part-time basis for a particular purpose not anticipated by the Employer to extend for a period of more than four (4) months.

Section 11. "EMPLOYEE" when used in this Agreement shall be limited to mean "regular" employee, except where the context clearly indicates otherwise.

## ARTICLE 4

### Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;

- e) the right to determine the size and location of the Employer's operations and to determine the equipment to be used;
- f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to discipline;
- j) the right to suspend and discharge employees for proper cause;
- k) the right to lay off;
- l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

## ARTICLE 5

### Union Rights and Responsibilities

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum

opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Organization, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Organization, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the operations of the Employer or the work of the employees.

## ARTICLE 6

### Work Stoppage

Section 1. The Employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of any section above, all legal censures of the Act shall apply.

## ARTICLE 7

### Dues Checkoff

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The Employer shall transmit the total monthly deduction for dues to the office designated by the Union no later than fifteen (15) days after the money has been withheld and accompanied by a list indicating the name, current address, hourly rate of pay, and amount of dues deducted for each employee for whom dues have been withheld noting any additions or deletions from the previous month with a notation as to the reason for the deletion.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the County and to the Union and shall automatically be canceled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

## ARTICLE 8

### Civil Service

Section 1. Chapter 341A, The Code, Civil Service For Deputy County Sheriffs, shall apply in all matters under its jurisdiction.

## ARTICLE 9

### Seniority

Section 1. Seniority, for purposes of determining vacation benefits, sick leave accumulation, leave of absence without pay for medical reasons, and longevity is defined as an employee's length of continuous service with the County from the employee's most recent date of hire.

Section 2. All uses of seniority other than those in Section 1 above shall be determined by a Civil Service seniority list for Civil Service employees or by a Non-Civil Service seniority list for all employees not covered by Civil Service. Seniority on the Civil Service seniority list shall be determined by the Civil Service Commission. Seniority on the Non-Civil Service list shall be determined by an employee's length of service in any Non-Civil Service job classification contained within this agreement.

Section 3. The seniority records for employees shall be maintained by the Employer. The list shall be posted annually showing the employee's date of hire, and showing the employee's Civil Service seniority or non-civil service seniority. A copy shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days.

Section 4. The seniority of an employee shall terminate if the employee quits for any reason; is discharged; fails to report to work after notice of recall within the time limit set out in Article 10, Section 3, hereafter; is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser; is absent from work for two (2) consecutive workdays

without approval by the Employer, providing that an exception may be made at the discretion of the Employer; or fails to report to work on the next scheduled workday at the completion of a leave of absence or a vacation, providing that an exception may be made at the discretion of the Employer.

Section 5. All non-civil service openings of employment within the department that are covered by this Agreement shall be posted on the bulletin boards for a period of five (5) working days, during which time employees applying for such an opening will be given primary consideration.

Section 6. In making promotions and transfers, in non-civil service positions, the Employer shall consider qualifications and seniority, and, if qualifications are equal between or among affected employees, seniority shall govern. The Employer will post the name of the successful applicant.

Section 7. A non-civil service employee who is selected to fill an employment vacancy as posted in accordance with the above will be granted a four (4) month training period. The training period is intended to give the Employer an opportunity to evaluate the employee's suitability for, and work performance in, the new job.

Section 8. If the Employer determines during the four (4) month training period that the non-civil service employee is unsuitable for the new job, the Employer shall, without cause being given, reassign the employee to the employee's previous job.

## ARTICLE 10

### Procedures for Staff Reduction

Section 1. In the event the Employer determines that an employee must be laid off, the Employer shall determine in which classification the lay off shall occur. The employee with the least seniority in the classification shall be laid off first, provided that if two or more employees have equal seniority the Employer shall have absolute discretion as to the employee to be laid off, and

such decision shall not be grievable. A temporary, part-time or probationary employee shall be laid off before a regular employee and shall have no right of recall.

Section 2. Those employees to be laid off will be notified as soon as possible by certified mail, return receipt requested, sent to the employee's latest advised current address. Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 3. An employee shall report to work within ten (10) calendar days after notice of recall is mailed, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date.

Section 4. The Employer shall not hire a new employee from outside the bargaining unit for a classification in which an employee has been laid off so long as the laid off employee has not lost seniority under the provisions of the Article on seniority, or under the provisions of Civil Service, unless the employee fails to advise the Employer of the employee's current address or unless the employee fails to report to work within the designated time period.

Section 5. The Employer shall not lay off any employees in this unit within the time period of January 2, 2004, and June 30, 2005.

## ARTICLE 11

### Job Classification

Section 1. If an employee is requested to work in a higher rated job classification for a period exceeding twenty (20) working days within the contract year, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the twenty-first (21<sup>st</sup>) day that the employee so works, and shall be returned to the employee's regular rate of pay upon completion of the employee's temporary assignment.

## ARTICLE 12

### Hours of Work

Section 1. This Article is intended to set forth the normal workday and the normal workweek but shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 2. The normal work schedule for a dispatcher shall consist of five (5) days on and two (2) days off. Each workday shall consist of a shift of eight (8) hours, the exact time of the shift to be set by the Sheriff.

Section 3. The normal work schedule for a correctional officer/dispatcher shall consist of five (5) days on and two (2) days off. Each workday shall consist of a shift of eight (8) hours, the exact time of the shift to be set by the Sheriff. Each employee will report to work ten (10) minutes prior to the beginning of the employee's shift.

Section 4. The normal work schedule for deputy sheriffs shall consist of six (6) days on and two (2) days off. Each workday shall consist of a shift of eight (8) hours, the exact time of the shift to be set by the Sheriff. Each deputy sheriff shall report for work ten (10) minutes prior to the beginning of the employee's shift.

Section 5. It is understood and agreed that the work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work as scheduled by the Employer. The Employer shall give the Union ten (10) days' notice of any major change of working condition.

Section 6. If it is possible, an employee will receive a fifteen (15) minute break during the first half of the workday, and a fifteen (15) minute break during the second half of the workday,

provided that such break shall not be taken during the first hour of the workday. A break period cannot be added to the lunch period and break periods will not accumulate during the day.

## ARTICLE 13

### Overtime

#### A. Overtime.

Section 1. The overtime rate is one and one-half (1-1/2) times the individual employee's regular hourly rate of pay. All overtime work must be authorized or approved by the Employer.

Section 2. If an employee works more than the scheduled hours, said employee will be paid at the overtime rate.

#### B. Call-Back Time.

Section 1. An employee who is called back to work by the Employer shall be paid a minimum of one (1) hour's pay at the overtime rate, unless such call-back is one (1) hour or less prior to the employee's regular shift. Call-back does not apply where an employee is ordered to work beyond the employee's shift.

#### C. Standby Time.

Section 1. When an employee is required in writing to remain at home on standby, such employee will be credited and paid for each hour of such standby time, at the overtime rate.

#### D. Court Time.

Section 1. An employee appearing in Court for the State in a criminal matter, or for the County in a work related civil matter in which Lee County is a party, pursuant to a subpoena or order, when not regularly scheduled to work shall receive a minimum of two (2) hour's pay at the overtime rate, unless such court time is two (2) hours or less immediately prior to or following an employee's regular shift, in which case the employee will receive overtime pay for each hour so

spent. "In Court" for purposes of this section, shall include appearing for scheduled depositions in connection with matters which are covered.

Section 2. An employee subpoenaed for a telephone hearing outside the employee's scheduled shift shall receive on (1) hour's pay at the regular rate, providing the hearing is held.

## ARTICLE 14

### Holidays

Section 1. An employee shall be granted eleven (11) paid holidays, to-wit: New Year's Day, Martin Luther King Day, President's Day, the Friday before Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

Section 2. The holiday will be observed on the date on which it occurs.

Section 3. In order to be eligible for receiving holiday pay, an employee must have been in the employ of the Employer for not less than thirty (30) calendar days and, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. Eligible employees who work a regular shift shall receive the employee's regular rate of pay and shall receive a day and a half (1-1/2) off at a time agreeable to the Employer and the employee.

Section 5. Eligible employees who perform no work on a holiday shall be paid the employee's regular rate of pay and shall receive a day off at a time agreeable to the Employer and the employees.

Section 6. At such time as an employee's accumulated time off under Section 4 and 5 exceeds 80 hours in the case of a correctional officer/dispatcher or exceeds 96 hours in the case of

a deputy, the employer may assign time off to an employee as part of the work schedule in order to reduce the accumulation to the employee.

## ARTICLE 15

### Vacations

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be earned by employees after continuous active service pursuant to the following schedule:

a) Deputy Sheriffs:

(i) During the first year of employment a deputy sheriff will earn vacation at the rate of one-half ( $\frac{1}{2}$ ) day per month, but none of this accrued vacation can be taken until after the employee has completed one (1) full year of continuous active service.

(ii) An employee in the continuous active service of the Employer for more than one (1) year shall earn vacation at the rate of one (1) day per month.

(iii) An employee in the continuous active service of the Employer for more than seven (7) years shall earn vacation at the rate of one and one-half ( $1\frac{1}{2}$ ) days per month.

(iv) An employee in the continuous active service of the Employer for more than ten (10) years shall earn vacation at the rate of two (2) days per month.

(v) An employee in the continuous active service of the Employer for more than twenty-one (21) years shall earn vacation at the rate of two and one-half ( $2\frac{1}{2}$ ) days per month.

b) Dispatchers and Correctional Officers/Dispatchers:

(i) During the first year of employment, a dispatcher and a correctional officer/dispatcher will earn vacation at the rate of five-twelfths ( $\frac{5}{12}$ ) day per month, but none of

this accrued vacation can be taken until after the employee has completed one (1) full year of continuous active service.

(ii) An employee in the continuous active service of the Employer for more than one (1) year shall earn vacation at the rate of ten-twelfths (10/12) day per month.

(iii) An employee in the continuous active service of the Employer for more than seven (7) years shall earn vacation at the rate of fifteen-twelfths (15/12) day per month.

(iv) An employee in the continuous active service of the Employer for more than ten (10) years shall earn vacation at the rate of twenty-twelfths (20/12) day per month.

(v) An employee in the continuous active service of the Employer for more than twenty-one (21) years shall earn vacation at the rate of twenty-five twelfths (25/12) days per month.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date. Accordingly:

a) All vacations earned must be taken by the employee prior to the employee's next anniversary date, unless the Employer allows an employee in writing to carry a part of vacation over to the next year.

b) No employee shall be entitled to vacation pay in lieu of vacation.

c) An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned for the year or years prior to the employee's last anniversary date and not previously taken; and an employee who voluntarily terminates giving two (2) weeks prior notice to the Employer, dies or retires, shall receive any vacation earned during the employee's current anniversary year and not previously taken.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer. Vacation leave shall be taken in increments of at least one (1) day at a time, with prior approval of Employer.

Section 4. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

Section 5. The provision for giving a deputy sheriff more vacation time than other county employees is specifically premised on the fact that the deputy sheriff's workweek is longer than the forty (40) hour workweek of other employees, and for no other reason.

## ARTICLE 16

### Special Leaves

#### A. Sick Leave.

Section 1. Sick leave shall be used for **the employee's medical, optical, or dental appointments**, personal illness or injury, including on the job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer. An employee may use twenty-four (24) hours of sick leave during the contract year if the medical condition of the spouse, child or parent of the employee requires the physical presence of the employee.

#### Section 2.

a) Deputy Sheriffs. Deputy Sheriffs shall be granted ten (10) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of One Thousand Eighty (1080) hours. Sick leave accumulated prior to the effective date of this contract will be credited toward the maximum accumulation. Probationary employees will not be allowed to use sick leave benefits, except for supplementing worker compensation benefits, until they have

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successfully completed four (4) months of employment, at which time they will be credited with any such leave earned during said period.

b) Dispatchers and Correctional Officers/Dispatchers. Dispatchers and Correctional Officers/Dispatchers shall be granted eight (8) hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of One Thousand Eighty (1080) hours. Sick leave accumulated prior to the effective date of this contract will be credited toward the maximum accumulation. Probationary employees will not be allowed to use sick leave benefits, except for supplementing worker compensation benefits, until they have successfully completed four (4) months of employment, at which time they will be credited with any such leave earned during said period.

Section 3. The employer reserves the right to require a physician's signature for any absence due to sickness. Misuse of sick leave or misrepresentation in connection therewith shall constitute prior cause for discipline.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 5. No employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

Section 6. An employee may use sick leave, to the extent it is available, for an on the job injury or disability. If an employee so elects to use such sick leave in any period for which an employee is receiving worker compensation benefits for an on the job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract, if the injury or disability had not been compensable. During

the statutory waiting period, an employee including a probationary employee may choose to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

Section 7. Sick leave benefits will be paid at the employee's regular straight time rate within the employee's regular job classification. Sick leave shall be taken in increments of at least one (1) hour at a time.

Section 8. A holiday for which an employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave.

B. Funeral Leave.

Section 1. In the case of a death of a spouse or a child, including a stepchild, an employee will be granted five (5) full days of paid leave which may be taken commencing with the death of the spouse or child.

Section 2. An employee will be granted from one (1) to three (3) days' funeral leave, with the approval of the Sheriff, to arrange and attend the funeral of the employee's parents or step-parents, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren or permanent member of the immediate house-hold.

Section 3. The above leave with pay is intended to cover travel but in special cases involving unusual travel, the Employer may grant additional leave without pay not to exceed a maximum of three (3) days.

C. Leave of Absence Without Pay.

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Sheriff and approved in writing by the Employer. The employee will be given a copy of the authorization.

Section 2. An employee may be entitled to a leave of absence without pay if the employee is physically or mentally unable to return to work after exhausting sick leave, vacation leave, and any unused compensation time. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall present a doctor's statement setting the date when the employee is able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of extension granted by the Employer based on medical ground, the employee will be considered to have voluntarily resigned or retired. This leave of absence without pay status following sick leave may extend only for a period not to exceed six (6) calendar months in the case of employees having less than five (5) full years of seniority on the date the leave of absence begins, and not to exceed one (1) calendar year in the case of an employee who has more than five (5) full years of seniority on said date.

Section 3. Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when the employee left, provided that during such period no employee shall earn sick, vacation or other leave.

Section 4. In the event an employee fails to return to work at the end of any such leave, the employee shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 5. During a leave of absence without pay, the employee:

- a) must pay group hospital premiums falling due during any month the employee is not on the payroll;
- b) must pay premiums for coverage under any group life insurance plan; and
- c) shall not receive any other job benefits during the period of absence.

Section 6. During a period of absence without pay, the Employer shall provide medical and hospitalization to all employees under this Contract in a manner which is consistent with the Federal Family and Medical Leave Act.

The Employer may make exceptions to any of the above conditions (a-c) for leaves not exceeding fifteen (15) days.

D. Jury Duty.

Section 1. Any full-time employee selected for jury duty shall receive a paid leave of absence for the time he spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage.

Section 2. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

Section 3. If an employee is called for jury duty, he shall promptly notify his immediate supervisor.

E. Voting Leave.

Section 1. Any employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

F. Military Leave.

Section 1. The Employer shall comply with the statute granting leave of absence for military leave in accordance with the provisions of Section 29A.28, The Code, as the same may be amended from time to time.

G. Personal Days.

Section 1. Employees shall be granted three (3) days per contract year for use as personal leave. A probationary employee shall be granted a pro-rated portion of the three (3) days for that contract year, based on date of hire, provided that the employee successfully completes probation. Personal days may not be carried over to the next year and if not used will be forfeited without pay. Personal leave shall be taken in increments of one-half (½) day or one (1) day. The Employer reserves the right to disapprove personal leave for good cause.

H. Special Assignment.

Section 1. Whenever an employee is required by the Employer to attend school or is required to attend any short course or special training session, the same will be considered to be a special assignment for which the employee will receive full pay and other benefits provided by this Agreement, except that overtime will not be paid for such special assignment.

I. Federal Family and Medical Leave Act.

Section 1. An employee may request and shall be granted up to twelve (12) weeks leave pursuant to the Family and Medical Leave Act and related state and federal regulations for any reason qualifying under the Family and Medical Leave Act. Family and Medical Leave Act leave may be paid, or unpaid, however, an employee utilizing the provisions of the Family and Medical Leave Act must first exhaust any paid personal, sick, and vacation leave in that order to which the employee is entitled under the provisions of this Agreement. The employee using paid leave under the Family and Medical Leave Act may choose not to utilize up to forty (40) hours of the employee's paid leave accrued under the provisions of this Agreement. For Family and Medical Leave Act purposes a year is defined as a twelve (12) month rolling period measured backward from the date the employee uses the Family and Medical Leave Act leave. Deductions from the employee's paid leave accumulations shall not exceed the actual amounts of Family and Medical Leave Act leave taken consistent with the use of the leave set forth in this Agreement.

## ARTICLE 17

### Grievance Procedure

#### Section 1. Definition - General Rules

a) The word "Grievance" wherever used in this Agreement shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violation of any of the express terms and provisions of this Agreement.

b) If a grievance is not presented or appealed within the time limitations as hereinafter provided, the grievance shall have no further validity or effect and will be considered to be abandoned.

#### Section 2. Procedure

A grievance that may arise shall be processed and settled in the following manner:

a) Step 1 - The grievance shall be discussed informally between the employee or Union and the employee's immediate supervisor within five (5) calendar days after the occurrence of the event giving rise to the grievance. The supervisor shall either adjust the grievance or deliver his oral answer to the aggrieved employee and the Union within five (5) calendar days after such discussion. The failure of the supervisor to reply within said five (5) calendar day period, shall be deemed a denial of the grievance and may be appealed to the next step.

b) Step 2 - If such grievance is not settled in Step 1, the aggrieved employee or Union may appeal. The employee shall within five (5) calendar days following completion of Step 1, present the grievance in writing to the Sheriff or his designated representative. The grievance shall contain a statement from the employee or Union specifying what relief or remedy is desired. The Sheriff or his designated representative shall investigate the grievance and issue a decision in writing thereon within a period of five (5) calendar days. The failure of the Sheriff or his designated representative to issue a written decision within said five (5) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

c) Step 3 - If the grievance is not settled in Step 2, the aggrieved employee or Union may appeal to arbitration. The employee or Union shall request arbitration by written notice submitted to the Board of Supervisors within five (5) calendar days after completion of Step 2. The written notice shall be signed by the employee or Union and shall specify the relief or remedy desired and the section of this Agreement which is to be interpreted or considered by the arbitrator.

When a timely request has been made for arbitration, a representative of the Employer and the employee or union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the employee or Union shall within five (5) calendar days request the Federal Mediation and Conciliation Service or the Public Employment Relations Board, to submit a list of five (5) arbitrators. Upon receipt of the list, the parties shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

The arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion. In no case shall any award included in the opinion be retroactive beyond the date on which the grievance was first presented in written form as provided above. The arbitrator shall have no authority to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or by the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the parties.

The Employer and the employee or Union will share equally any joint cost of the arbitration procedure, such as fees and expenses of the arbitrator and other incidental and necessary expenses involved. Any other expenses shall be paid by the party incurring them.

The arbitrator shall not have the power or the authority to accept or to decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 341A, The Code).

Section 3. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Union if the employee so chooses. It is expressly agreed and understood that neither the employee nor the Union shall have the right to compel the arbitration of a grievance at the Union's expense without the consent of the other.

## ARTICLE 18

### Insurance and Dental Care

#### A. Hospital and Medical.

Section 1. The Employer shall, at no cost to the employee, maintain for each employee a hospital and medical care insurance policy whose benefits are comparable to the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union.

Section 2. The Employer's policy coverage will be Alliance Select. The employee will pay the \$250 single deductible and the \$500 aggregate family deductible. The employee will pay the co-insurance with out-of-pocket maximum of \$750 single and \$1,500 family. The deductible and the co-insurance are to be administered according to the policies of the insurance administrator.

Section 3. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

Section 4. An employee, including a probationary employee may elect to cover the employee's family members in accordance with and to the extent provided under the terms of the policy. The employee shall pay zero dollars (\$0) of such additional premium per month and the Employer shall pay the balance.

Section 5. The Employer's policy coverage will provide one annual routine physical for the employee. The Employer may provide for one annual routine physical for each covered dependent of an employee.

B. Life Insurance.

Section 1. The Employer shall at no cost to the employee, maintain a life insurance policy or program for each employee in the face amount of Ten Thousand Dollars (\$10,000.00).

Section 2. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

C. Dental Care.

Section 1. Each employee is entitled to one dental examination, one prophylaxis, and two Bite-Wing x-rays, during the contract year, and the Employer shall pay for the cost of such services up to the amount of \$50.00. The employee will pay the dentist for any charges in excess of \$50.00. This benefit is for the employee only and is not transferable to any other person, including spouse or dependent. This benefit is available only if the employee uses a licensed dentist. This benefit is available only to the extent that the services performed is not covered by dental insurance, and the employer will reimburse the dentist only for those above services for which the dentist, the employee or the employee's spouse is not reimbursed by dental insurance, and in no event will the Employer reimburse the dentist for more than \$50.00.

Section 2. Each employee may designate the employee's spouse or dependent child as a person entitled to one dental examination, one prophylaxis, and two Bite-Wing x-rays, during the contract year, and the Employer shall pay for the cost of such services up to the amount of \$50.00. This benefit is available only if the employee uses a licensed dentist. This benefit is available only to the extent that the service performed is not fully covered by dental insurance, and the employer will reimburse the dentist only for those above services for which the dentist, the employee, or the employee's spouse or dependent is not reimbursed by dental insurance, and in no event will the employer reimburse the dentist for more than \$50.00.

Section 3. Each employee shall be entitled to reimbursement of not to exceed One Hundred Dollars (\$100.00) from the County for dental treatment to an employee or the spouse or

dependent child of an employee during the contract year. This reimbursement is available only for dental treatment provided to the employee, or the spouse or dependent child of the employee, by a licensed dentist. This reimbursement is available only to the extent that the treatment is not covered by insurance of the employee, or the spouse, or dependent child of the employee. Any portion of the \$100 not used in one contract year may be carried over for use in the following contract year. The total amount available will not exceed \$200. The date the service is performed will determine the contract year to which the reimbursement is to be charged. This reimbursement is in addition to any benefit used in Section 1 or 2 above, and is not restricted to the type of dental treatment reimbursed in those Sections.

D. Visual Care.

Section 1. Each employee is entitled to reimbursement by the Employer during the contract year up to the amount of One Hundred Dollars (\$100) for the purchase of a pair of prescription eye glasses or of contact lenses, or for the costs of an eye examination. The employee will pay for any charges in excess of One Hundred Dollars (\$100). The benefit is for the employee only and is not transferable to any other person, including a spouse or a dependent. This benefit is available only if the employee uses a licensed optometrist or ophthalmologist. This benefit is available only to the extent that the service performed is not covered by insurance, and the Employer will reimburse the employee only for those services for which the optometrist, the ophthalmologist, the employee, or the employee's spouse is not reimbursed by insurance. Any portion of the \$100 not used in one (1) contract year may be carried over for use in the following contract year. The total amount available will not exceed \$200.

Section 2. The date the examination is performed and the date the prescription eye glasses or contact lenses were purchased will determine the contract year to which the respective reimbursement is to be charged.

E. Prescription Drugs.

Section 1. The Employer shall establish a managed drug program for its employees, called PRESCRIBE. The employee shall pay the \$50.00/\$100.00 deductible and shall pay a \$10 or a \$20 co-payment for any one prescription. The employee will be charged a deductible of \$10 when a generic drug is not available or when the physician requires a brand name drug.

Section 2. Coverage under this program will commence as set out in the policy or contract between the Employer and PRESCRIBE, and an employee will be covered in accordance with and to the extent provided under the term of the policy or contract.

F. Pre-Tax Internal Revenue Service Account

Section 1. The Employer shall make available to the employee a pre-tax Internal Revenue Service Account for payment of the eligible expenses of the employee whenever this Account option is offered to other county employees. The Employer may extend this benefit to dependents of the employee provided that is allowed by Federal law.

ARTICLE 19

Health and Safety - Vehicles, Uniforms and Equipment

Section 1. The Employer agrees to continue to make reasonable provision for the health and safety of its employees during the hours of employment.

Section 2. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3. All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

Section 4. Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the shift commander, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the shift commander.

Section 5. The county shall furnish uniforms and equipment to each full-time bonded deputy pursuant to the provisions of Section 331.657, The Code, and the administrative rules adopted thereunder, as the same may be amended from time to time during the term of this Agreement. The county shall furnish uniforms for each dispatcher and dispatcher/correctional officer.

Section 6. Employees may request that the Employer purchase a bullet-proof vest for the employee. The employee shall be responsible for payment of one-half of the cost of such protective vest. Vests may be replaced after said vest has five (5) years of usage or before that time if circumstances have rendered the vest unusable.

## ARTICLE 20

### Supplemental Pay

#### A. Longevity.

Section 1. Longevity shall be paid to employees who have worked for the Employer for stated periods of time as follow, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Year</u>
5 years	\$150.00
10 years	\$250.00
15 years	\$350.00
20 years	\$450.00
25 years	\$550.00

Section 2. For purposes of this article, the number of years completed will be determined as of December 31<sup>st</sup> of each year.

Section 3. The above sums will be added to the first paycheck of the affected employees in December of each year.

Section 4. In the event that an employee terminates prior to December 1, the employee will be paid a pro rata amount of the sum the employee would otherwise be paid on December 1 of that year.

## ARTICLE 21

### Wages

Section 1. The regular rates of pay for each classification of employees is set out in Appendices A, B, C and D which are attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or his representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

## ARTICLE 22

### General Conditions

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with

respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

Section 4. The Employer shall give five (5) copies of this Agreement to the union which shall place two copies in appropriate places for the employees' use.

Section 5. The parties agree to form a Labor-Management Committee to function during the term of this Agreement. The purpose of the Committee is to consider present and potential future problems in the administration of this Agreement. The Committee shall consist of three (3) members of the bargaining unit appointed by the Union and three (3) non-bargaining unit persons appointed by the Sheriff. The Committee shall meet once each calendar quarter on the call of the Sheriff. Any two (2) members of the committee may request an additional meeting by notifying the Sheriff of their request and the Sheriff shall call the meeting within two (2) weeks. All meetings shall be confidential but the parties may, by mutual agreement, post minutes of such meetings as a means of communicating information to all employees and supervisors. Union representatives may attend meetings which occur during their scheduled work time without loss of pay. The committee's authority shall be limited to developing possible solutions to problems, and to making suggestions and recommendations for implementing the administration of the Agreement. The Committee shall have no authority to bargain on any issue to amend or modify the Agreement, or to hear or determine any grievance. No recommendation or suggestion of the Committee which is not adopted shall be grievable under the Agreement, nor shall the failure to recommend or make a suggestion be grievable under the Agreement.

## ARTICLE 23

### Effective Period

Section 1. This Agreement shall be effective July 1, 2004, and shall continue through June 30, 2007.

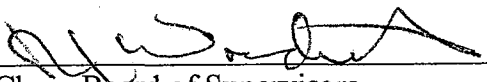
Section 2. A party seeking a continuance shall cause a written notice to be served on the other party by September 15<sup>th</sup> of the year prior to the time when a continuance is desired, and shall

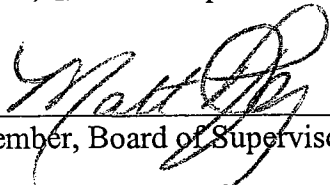
indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2007, notice must be given prior to September 15, 2006, and negotiations will commence after the notice is received.

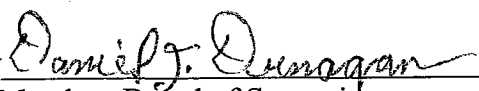
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 22nd day of June, 2004.

DATED this 22nd day of June, 2004

LEE COUNTY

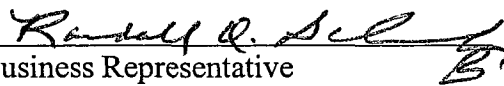
By   
Chair, Board of Supervisors

By   
Member, Board of Supervisors

By   
Member, Board of Supervisors

DATED this 9th day of June, 2004

PUBLIC PROFESSIONAL &  
MAINTENANCE EMPLOYEES LOCAL  
NO. 2003 IUPAT

By   
Business Representative

By   
Bargaining Committee Member

By   
Bargaining Committee Member

By   
Bargaining Committee Member

## APPENDIX A

### Wage Schedule - Commencing July 1, 2004

#### Deputy

	Beginning	Six (6) Months or One (1) Year*	Two (2) Years
Annual	\$31,076.10	\$34,120.20	\$37,142.40
Hourly	14.19	15.58	16.96

#### Correctional Officer/ Dispatcher

	Beginning	Six (6) Months or One (1) Year*	Two (2) Years
Annual	\$24,273.60	\$26,187.20	\$28,100.80
Hourly	11.67	12.59	13.51

\* A deputy shall receive this Step increase at one year or at such earlier time as the deputy has completed the academy, but in no event earlier than six (6) months.

## APPENDIX B

### Wage Schedule - Commencing July 1, 2005

#### Deputy

	Beginning	Six (6) Months or One (1) Year*	Two (2) Years
Annual	\$32,017.80	\$35,149.50	\$38,259.30
Hourly	14.62	16.05	17.47

#### Correctional Officer/ Dispatcher

	Beginning	Six (6) Months or One (1) Year*	Two (2) Years
Annual	\$25,001.60	\$26,977.60	\$28,953.60
Hourly	12.02	12.97	13.92

\* A deputy shall receive this Step increase at one year or at such earlier time as the deputy has completed the academy, but in no event earlier than six (6) months.

## APPENDIX C

### Wage Schedule - Commencing July 1, 2006

#### Deputy

	Beginning	Six (6) Months or One (1) Year*	Two (2) Years
Annual	\$32,652.90	\$35,850.30	\$39,025.80
Hourly	14.91	16.37	17.82

#### Correctional Officer/ Dispatcher

	Beginning	Six (6) Months or One (1) Year*	Two (2) Years
Annual	\$25,500.80	\$27,518.40	\$29,536.00
Hourly	12.26	13.23	14.20

\* A deputy shall receive this Step increase at one year or at such earlier time as the deputy has completed the academy, but in no event earlier than six (6) months.

## APPENDIX D

### Wage Schedule - Commencing January 1, 2007

	Deputy		
	Beginning	Six (6) Months or One (1) Year*	Two (2) Years
Annual	\$33,309.90	\$36,573.00	\$39,814.20
Hourly	15.21	16.70	18.18

	Correctional Officer/ Dispatcher		
	Beginning	Six (6) Months or One (1) Year*	Two (2) Years
Annual	\$26,020.80	\$28,059.20	\$30,118.40
Hourly	12.51	13.49	14.48

\* A deputy shall receive this Step increase at one year or at such earlier time as the deputy has completed the academy, but in no event earlier than six (6) months.